

Grantor/Grantee Address:

TGA Mountain View Industrial LLC
c/o Nuveen Global Investments, LLC
4675 N MacArthur Court, Suite 1100
Newport Beach, California 92660
Attention: Trevor Halverson

CH Realty IX-GBB I Salt Lake City
300 Street North, L.P.
3819 Maple Avenue
Dallas, Texas 75219
ATTN: Asset Manager – SLC 300 Street North

Tax Parcel Numbers: 14-02-176-011; 14-02-176-012

DECLARATION OF RECIPROCAL ACCESS AND DRIVEWAY EASEMENT

THIS DECLARATION OF RECIPROCAL ACCESS AND DRIVEWAY EASEMENT (this “Declaration”) is made as of the 20th day of December 2023, by and between **CH REALTY IX-GBB I SALT LAKE CITY 300 STREET NORTH, L.P.**, a Delaware limited partnership (“Developer”), and **TGA MOUNTAIN VIEW INDUSTRIAL LLC**, a Delaware limited liability company (“Purchaser”), each of which to be indexed as both Grantor and Grantee, and recites and provides as follows:

RECITALS

A. As of the date hereof, Purchaser is the record owner of fee simple title to that certain real property described on Exhibit A (“Lot 1”) and Developer is the record owner of fee simple title to that certain real property described on Exhibit B (“Lot 2”) attached hereto. Lot 1 and Lot 2 are collectively referred to herein as the “Lots”.

B. There is a shared driveway between Lot 1 and Lot 2, such driveway being more particularly described in Exhibit C-1 attached hereto and depicted and noted as “Shared Access” on the Plat attached hereto as Exhibit C-2 (the “Shared Driveway”).

C. Developer and Purchaser desire to grant a reciprocal access easement as set forth below, to benefit and burden the Lots, for the common use of the Lots.

NOW THEREFORE, Developer and Purchaser hereby declare and grant the reciprocal access easements described herein, subject to the terms and conditions set forth herein:

1. Reciprocal Access Easements. Developer and Purchaser hereby declare and grant a non-exclusive, perpetual, and reciprocal easement over, under, across, and upon the Shared Driveway for the benefit of Lot 1 and Lot 2 (the “Easement”) for the sole purpose of allowing (a) vehicular and pedestrian ingress and egress to and from each Lot, and (b) related construction, installation, maintenance, repair, reconstruction, and replacement of the Shared Driveway as permitted herein.

2. Maintenance. The owner of Lot 1 (the “Lot 1 Owner”) shall be responsible for maintaining the Shared Driveway in good repair and safe condition. The owner of Lot 2 (the “Lot 2 Owner”) and the Lot 1 Owner (each a “Lot Owner” and collectively, the “Lot Owners”) shall share equally all reasonable

out-of-pocket costs actually incurred by Lot 1 Owner in accordance with this Agreement to maintain, repair, resurface, reconstruct, and replace the Shared Driveway, including, without limitation, snow and ice removal (collectively, "Driveway Maintenance"). Notwithstanding the foregoing, if the Shared Driveway is damaged or destroyed by (i) casualty or other causes solely attributable to the gross negligence or willful act or omission of one of the Lot Owners or its invitees or (ii) the willful violation, by one of the Lot Owners or its invitees of this Agreement, then the party at fault shall be responsible for repairing, reconstructing, and restoring such damage to the Shared Driveway reasonably to the condition that existed immediately prior to such damage and shall bear the full costs of repair, reconstruction and restoration of the Shared Driveway or such utilities or culverts following such damage. On or before January 31 of each calendar year, Lot 1 Owner shall provide to Lot 2 Owner the proposed annual budget (the "Driveway Budget") for estimated reasonable costs of Driveway Maintenance and Lot 2 Owner shall have fifteen (15) days to approve or disapprove the Driveway Budget by delivering written notice to Lot 1 Owner on or before the expiration of said 15-day period, provided that, in the event Lot 2 Owner does not provide a written notice of disapproval with specific reasons for such disapproval within such fifteen (15) day period, it shall be deemed that Lot 2 Owner has approved the Driveway Budget. In the event of a written notice of disapproval by Lot 2 Owner with specific reasons for such disapproval is given to Lot 1 Owner within such fifteen (15) day period, Lot 1 Owner shall revise the Driveway Budget to address such reasons for disapproval and submit the revised draft for Lot 2 Owner's approval, and Lot 2 Owner shall have an additional fifteen (15) days to approve or disapprove the revised Driveway Budget with failure of Lot 2 Owner to provide a written notice of disapproval with specific reasons for such disapproval within such fifteen (15) day period being a deemed approval by Lot 2 Owner and said approval process shall be repeated as needed until Lot 2 Owner approves or has been deemed to have approved the Driveway Budget as revised; provided, however, that in no event shall Lot 2 Owner withhold, condition or delay its approval unreasonably. Until the Driveway Budget is approved, the parties shall use the Driveway Budget for the immediately preceding calendar year. Once the Driveway Budget is approved or deemed approved, Lot 2 Owner shall pay Lot 1 Owner one-half of the annual Driveway Budget within thirty (30) days after approval. If Lot 2 Owner fails to pay the amount due, then Lot 1 Owner shall be entitled to exercise the remedies available under Section 6 and all other rights and remedies available at law or in equity. On before January 31 of each calendar year, Lot 1 Owner shall provide to Lot 2 Owner a reconciliation of the amount of costs of Driveway Maintenance actually incurred by Lot 1 Owner for the prior year ("Actual Driveway Costs") with the amount budgeted under the Driveway Budget for the prior year. If the Actual Driveway Costs exceed the Driveway Budget, Lot 2 Owner shall pay to Lot 1 Owner one-half of the excess amount no later than February 28 of such calendar year. If the Actual Driveway Costs are less than the Driveway Budget, one-half of the deficit shall be credited to the budgeted amount for the following year payable by Lot 2 Owner under this Section 2. Notwithstanding anything to the contrary contained herein, Lot 1 Owner shall not have the right to make expenditures in connection with Driveway Maintenance which, in the aggregate (with all prior expenditures made for the applicable calendar year) exceed 110% of the Driveway Budget without first obtaining Lot 2 Owner's approval (in its reasonable discretion), except in the event of an emergency.

3. Taxes. Each Lot Owner shall pay or cause to be paid when due all real estate taxes and assessments levied on Lot it owns.

4. Restrictions. No act shall be performed by any Lot Owner or its tenants, guests, agents, employees, contractors, or invitees which interferes with, interrupts, jeopardizes, or affects the free and continuous use and enjoyment of the Shared Driveway.

5. Run with the Land. The Easement and all rights and privileges granted herein shall be appurtenant to and shall run with title to the Lots and shall benefit and burden the Lots and all owners and future owners thereof. Any subsequent owner of either of the Lots, shall automatically be deemed, by acceptance of title thereto, to have assumed all obligations of this Declaration relating thereto and to have

agreed with the then owner or owners of the other parcel or parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Declaration.

6. Default and Right to Cure

(a) If the Lot 1 Owner or the Lot 2 Owner (a "Defaulting Owner") fails to comply with its obligations under this Declaration, and such failure continues for a period of thirty (30) days after the Defaulting Owner has been given written notice specifying the nature of the default (provided, however, that no notice or thirty (30) day cure period shall be required in an emergency) by any other Lot Owner (or if such failure cannot be reasonably cured in thirty (30) days, such Defaulting Owner shall have a total of sixty (60) days from receipt of notice, provided that the Defaulting Owner commences such cure within the initial thirty (30) days and diligently prosecutes such cure to completion within such sixty (60) day period), then the notifying Lot Owner (the "Curing Party") shall have the right to cure such default at the expense of the Defaulting Owner and, if necessary, to enter the Lot of the other Lot Owner to effect such cure.

(b) If the Curing Party cures a default of a Defaulting Owner in accordance with this Section 6, then the Defaulting Owner shall pay the Curing Party (i) all costs and expenses reasonably incurred in effecting the cure, plus interest at the then-Prime Rate (as defined below) plus four percent (4%) (the "Default Rate") which shall begin to accrue on the thirty-first (31st) day after receipt of written notice demanding such payment and (ii) reasonable attorney's fees, court costs and other disbursements incurred by the Curing Party. For purposes of this Declaration, the term "Prime Rate" means a per annum interest rate equal to the "Prime Rate" as published each day by *The Wall Street Journal* in its "Money Rates" section, and if more than one such rate is published, then the highest such rate.

(c) In addition to the remedy set forth in this Section 6 above, a failure by any Lot Owner to timely pay any amounts due the other Lot Owner pursuant to this Declaration shall entitle the other Lot Owner to file a lien or claim of lien against the Lot owned by the other Lot Owner. The lien so claimed shall be recorded in the Salt Lake City Recorder's Office and shall include at least the following information: name and address of the lien claimant; a description of the property against which the lien is claimed; the name of the last record owner of the property; and a description of the work performed (if applicable) and the amount then due. The lien shall also secure any interests, late charges, and other sums owing to the filing Lot Owner accruing after the date such notice of lien is delivered to other Lot Owner. The lien shall attach from the date of recording and may be enforced in the same manner as a suit to foreclose a mortgage or mechanic's lien under the applicable law of the State of Utah. Any such lien shall be subordinate to any first mortgage, deed of trust or deed to secure debt now or hereafter affecting the subject Lot; and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) shall take title subject only to liens thereafter accruing pursuant to this Section 6.

7. Indemnification; Insurance.

(a) Each Lot Owner shall indemnify and hold each other Lot Owner harmless from and against all liability, loss, claims, causes of action, damages, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees in connection with such liability, damages and expenses) suffered or incurred by such indemnified Lot Owner and arising out of any injury to or death of persons or damage to property occurring on or about the indemnified Lot Owner's Parcel to the extent caused as a result of the wrongful act or negligence of the indemnifying Lot Owner or its invitees in the course of utilizing the easements granted hereunder.

(b) Each Lot Owner shall obtain and maintain in force at all times a policy of commercial general liability insurance (current ISO Form or its equivalent) covering its Lot with a

combined single limit of at least \$2,000,000.00 per occurrence, which limits may be met utilizing any combination of primary and/or umbrella coverages. All insurance required to be maintained hereunder shall be issued by insurers authorized to do business in the State of Utah. Upon request by any Lot Owner (but not more than once in any twelve (12)-month period), a Lot Owner shall deliver a certificate evidencing that such Lot Owner maintains insurance in compliance with the requirements of this Section 7.

8. No Dedication. The Easement created hereby is a private easement only, and this Declaration is not intended to, and shall not be construed to, dedicate to the public any easement or other rights in and to the Shared Driveway or any portion thereof.

9. Mechanic's Liens. No Lot Owner shall, directly or indirectly, create or permit to be created any construction, mechanic's or materialmen's liens on the Shared Driveway and shall discharge any such lien within ten (10) days after written notice thereof. All contractors, materialmen and other persons are hereby given notice that Lot Owner shall not have the authority to subject the Shared Driveway to any liens for labor, service, or materials.

10. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (b) by overnight delivery using a nationally recognized overnight courier, (c) by personal delivery, or (d) by electronic mail addressed to the electronic mail address set forth below for the party to be notified. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address (which shall be evidenced by automatic delivery receipt). Unless otherwise expressly mutually agreed to be the parties hereto, in no event shall this Agreement be altered, amended or modified by electronic mail or electronic record. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notices given by email by counsel to the Purchaser shall be deemed given by Purchaser and notices given by email by counsel to the Seller shall be deemed given by Seller.

Lot 1:

Nuveen Real Estate
Attn: Industrial Asset Management
2300 N. Field St.
Suite 650
Dallas, TX 75063
Attention: Bryan D. Morland
Email: bryan.morland@nuveen.com

Lot 2:

CH Realty IX-GBB I Salt Lake City 300 Street
North, L.P.
3819 Maple Avenue
Dallas, Texas 75219
ATTN: Asset Manager – Salt Lake City 300
Street North
E-mail: kalexander@crowholdings.com

11. Subject to Existing Matters. The Easement and all rights and privileges granted herein are conveyed subject to all easements, restrictions, covenants, agreements, conditions, and other matters of record as of the date hereof that lawfully affect the Lots or any part thereof and all encroachments and other matters that may be revealed by a survey or inspection thereof.

12. Governing Law. This Declaration and the Easement created hereby shall be governed by and construed in accordance with the laws of the State of Utah.

13. Incorporation of Recitals. The above recitals are hereby incorporated into this Declaration as operative provision hereof.

[SIGNATURE PAGE FOLLOWS]

WITNESS the signature and seal of the Developer's authorized signatory on the following signature page:

DEVELOPER:

**CH REALTY IX-GBB I SALT LAKE CITY
300 STREET NORTH, L.P.**, a Delaware limited partnership

By: CH Realty IX-GBB I Salt Lake City 300 Street North GP, L.L.C., a Delaware limited liability company, its general partner

By: GB BCG Development GP, LLC, a Utah limited liability company, its manager

J

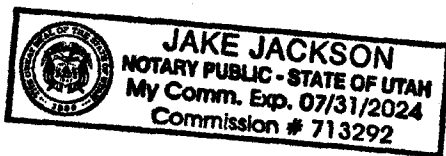
By: *Jonathan S. Gardner*
Name: *Jonathan S. Gardner*
Title: *Manager*

State of ~~Texas~~ Utah :

City/County of Salt Lake : to-wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that *Jonathan Gardner*, *Manager* of GB BCG Development GP, LLC, a Utah limited liability company, in its capacity as the manager of CH Realty IX-GBB I Salt Lake City 300 Street North GP, L.L.C., a Delaware limited liability company, in its capacity as the general partner of CH Realty IX-GBB I Salt Lake City 300 Street North, L.P., a Delaware limited partnership, on behalf of said entities, duly authorized by and acting for **CH REALTY IX-GBB I SALT LAKE CITY 300 STREET NORTH, L.P.**

Given under my hand and seal this 14 day of December, 2023.



[Signature]
Notary Public

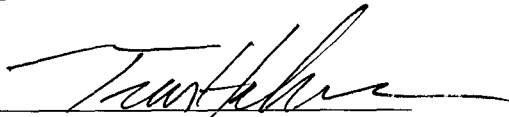
My commission expires: ~~07/31/2023~~ 07/31/2024

WITNESS the signature and seal of Purchaser's authorized signatory on the following signature page:

PURCHASER:

TGA MOUNTAIN VIEW INDUSTRIAL LLC,
a Delaware limited liability company

By: Nuveen Alternatives Advisors LLC,
a Delaware limited liability company,
its Manager

By: 
Name: Trevor Halverson
Title: Authorized Signer

State of _____ :

City/County of _____ : to-wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Trevor Halverson, authorized signer for Nuveen Alternatives Advisors LLC, a Delaware limited liability company, in its capacity as the manager of TGA Mountain View Industrial LLC, a Delaware limited liability company, executed the foregoing instrument on behalf of **TGA MOUNTAIN VIEW INDUSTRIAL LLC**, a Delaware limited liability company.

Given under my hand and seal this ___ day of December, 2023.

Notary Public

My commission expires: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of ORANGE

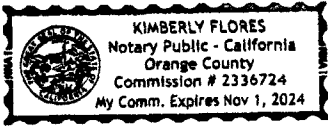
On December 19, 2023 before me, Kimberly Flores, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Trevor T. Halverson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Declaration of Reciprocal Access and Driveway Easement
Document Date: December 2023 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Trevor T Halverson
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: Authorized Signer
Signer is Representing: Nuveen Real Estate

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

EXHIBIT A

LOT 1 LEGAL DESCRIPTION

Lot 1 Mountain View Industrial Park Plat 1 according to the official plat thereof recorded by the Salt Lake County Recorder as Instrument No. 13970951

Tax Parcel No.: 14021760110000

EXHIBIT B

LOT 2 LEGAL DESCRIPTION

Lot 2 Mountain View Industrial Park Plat 1 according to the official plat thereof recorded by the Salt Lake County Recorder as Instrument No. 13970951

Tax Parcel No.: 14021760120000

EXHIBIT C-1

DESCRIPTION OF SHARED DRIVEWAY

A parcel of land located in the Northwest Quarter of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at the Northwest Corner of Lot 2, of Mountain View Industrial Park Plat 1, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on June 16, 2022, as Entry No. 13970951 in Book 2022P at Page 140, said point also being South 89°49'53" East 2195.76 feet along the section line and North 00°01'23" West 2212.30 feet from the West Quarter Corner of said Section 2; thence North 89°59'10" East 18.00 feet along the north line of said Lot 2; thence South 00°01'23" East 721.32 feet parallel to the west line of said Lot 2, to the south line of said Lot 2; thence Northwesterly 36.62 feet along the arc of a 65.00 foot non-tangent curve to the left through a central angle of 32°16'36" and a long chord of North 85°04'42" West 36.13 feet to a point on the south line of Lot 1 of said subdivision; thence North 00°01'23" West 718.21 feet parallel to the west line of said Lot 2 to a point on the northerly extension of said Lot 2; thence North 89°59'10" East 18.00 feet to the Northwest Corner of said Lot 2 and POINT OF BEGINNING.

Said parcel contains 25,850 square feet or 0.59 acres, more or less.

EXHIBIT C-2

PLAT ATTACHED

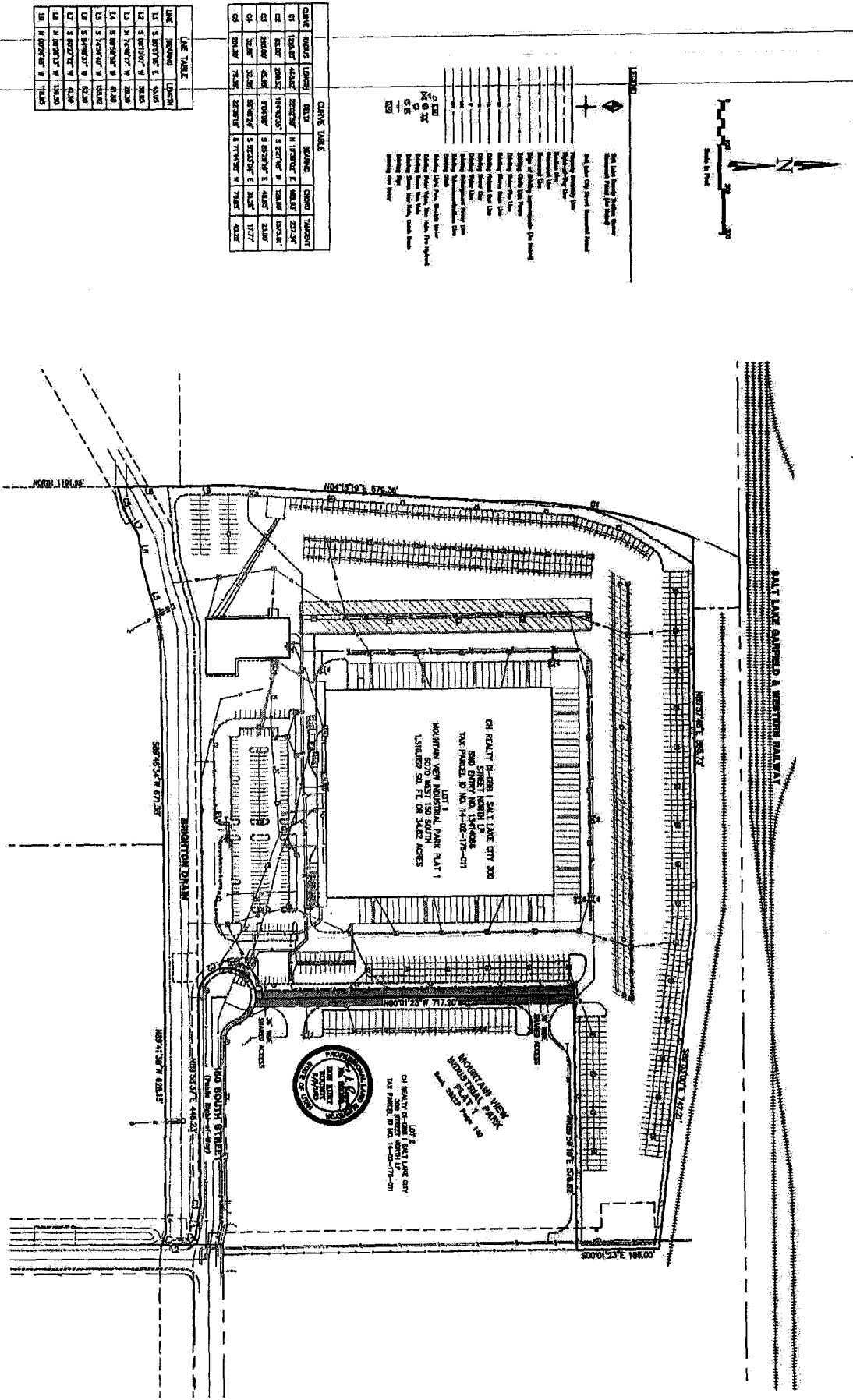
[attached on following page]

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA FOR THE BENEFIT OF THE REAL ESTATE ACCOUNT
SALT LAKE CITY, SALT LAKE COUNTY, UTAH

EXHIBIT-C
8070 WEST 150 SOUTH
 LOCATED IN THE NORTH 1/2 OF THE NORTHWEST QUARTER OF SECTION 2,
 TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN

DOMINION
 Engineering Association, L.C.
 2664 South Green Street
 Murray, Utah 84203 (801) 274-2000

PROJECT NO. 4035
 SHEET NO. 1 of 1
 DATE: 12/16/13



CLARK TABLE

CLARK	TABLE	BEARING	DISTANCE	CLARK	TABLE	BEARING	DISTANCE
01	150'00"	N 00°00'00" E	150.00	02	150'00"	N 00°00'00" E	150.00
03	150'00"	N 00°00'00" E	150.00	04	150'00"	N 00°00'00" E	150.00
05	150'00"	N 00°00'00" E	150.00	06	150'00"	N 00°00'00" E	150.00
07	150'00"	N 00°00'00" E	150.00	08	150'00"	N 00°00'00" E	150.00
09	150'00"	N 00°00'00" E	150.00	10	150'00"	N 00°00'00" E	150.00
11	150'00"	N 00°00'00" E	150.00	12	150'00"	N 00°00'00" E	150.00
13	150'00"	N 00°00'00" E	150.00	14	150'00"	N 00°00'00" E	150.00
15	150'00"	N 00°00'00" E	150.00	16	150'00"	N 00°00'00" E	150.00
17	150'00"	N 00°00'00" E	150.00	18	150'00"	N 00°00'00" E	150.00